

Amendment 122

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 122 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 26th day of May, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the Preliminary Analysis necessary to develop a proposal to display the customer's complete transaction history (e.g. to include gap, unconfirmed, card issue, card fee and expired transactions). This work is performed per RFI RFCS-620 *Transaction History – Show All Transactions v2*.
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the Preliminary Analysis which will include:

- (a) Undertake requirements gathering and present a Statement of Requirements for review and acceptance by the Agencies.
- (b) Schedule one or more meetings with the Agencies to elicit a full set of agreed upon requirements to modify the presentation of transaction history. To prepare for this meeting, the Contractor will elaborate on the data that is available in transactions flagged as Expired or Unconfirmed, as this will help in determining the final set of agreed requirements.

1.2 The Contractor will present a response to the Agencies that will include the following deliverables:

- (a) A statement of requirements that provide a clear statement of the functionality or service requested, including any performance requirements, KPIs and constraints (if known), any operating principles including roles, security requirements, etc.
- (b) A written solution proposal, which includes a detailed estimate to implement the solution and an initial schedule impact.
- (c) A list of configurable items that will be modified or added for the proposed change.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 122

To perform Preliminary Analysis to develop a proposal to display the customer's complete transaction history.

TOTAL

\$5072

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Twenty-two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____

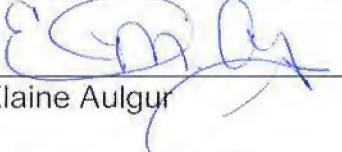
Its: _____

Date: _____

The Agencies

By: Constance Carlson
Their: ORCA Operations Manager
On behalf of the Agencies
Date: May 26, 2011

Signed by ERG Transit Systems (USA) Inc by its attorney-in-fact Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:


Elaine Aulgur

20-May-11
Date

In the presence of:


Witness Signature

20-MAY-11
Date

Witness name: Patty Hazard